

**EXHIBIT A**  
**STIPULATION**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
W. R. GRACE & CO., <i>et al.</i> <sup>1</sup>	)	Case No. 01-01139 (JKF)
	)	Jointly Administered
<u>Debtors.</u>	)	

**STIPULATION CONTINUING DEBTORS' MOTION TO DECLARE VOID  
ACTIONS TAKEN WITH RESPECT TO DEBTORS' PROPERTY IN  
MARICOPA COUNTY AND AGREEMENT NOT TO DISTURB  
DEBTORS' USE AND ENJOYMENT OF THE PROPERTY**

This stipulation ("Stipulation") is entered into this 8<sup>th</sup> day of December 2008, between W. R. Grace & Co. and its affiliates (collectively, the "Debtors"), Maricopa County, Arizona ("Maricopa County") and First Liberty National Bank ("First Liberty").

**WHEREAS**, on April 2, 2001 (the "Petition Date"), the Debtors commenced their respective reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

<sup>1</sup> The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd., Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace, Inc., Coalgrace II, Inc., Creative Food >N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc., Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management, Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc., Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems, Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

**WHEREAS**, Debtors own real property located at 4220 W. Glenrosa, Glendale, Arizona 85019 and 4637 N. 42nd Avenue, Phoenix, Arizona 85019, Maricopa County Tax Parcel 107-02-065B (the "Property").

**WHEREAS**, on or about November 24, 2008, Debtors filed a *Motion of Debtors For Entry of an Order Declaring as Void Ab Initio Any and All Actions Taken By Maricopa County, Arizona, First Liberty National Bank and Maricopa County Superior Court With Respect to Debtors' Real Property In Maricopa County* (Dkt. No. 20127) (the "Motion"). The objection deadline was December 5, 2008.

**WHEREAS**, on or about November 24, 2008, Debtors also filed a *Motion For Leave From This Court's Scheduling Order And To Shorten Notice Period On Debtors' Motion For Entry of an Order Declaring as Void Ab Initio Any and All Actions Taken By Maricopa County, Arizona, First Liberty National Bank and Maricopa County Superior Court With Respect to Debtors' Real Property In Maricopa County* (Dkt. No. 20128) (the "Motion to Shorten"). The Motion to Shorten requested that the Court hear the Motion at the Court's December 15, 2008 omnibus hearing in order to promptly assert the Debtors' ownership of the property and in order to prevent any potential interference with the Debtors' use of the property.

**WHEREAS**, on or about December 3, 2008, Debtors' counsel received a request via e-mail from Barbara Caldwell, counsel for Maricopa County, requesting that the Debtors agree to continue the Motion to the Court's next omnibus hearing on January 26, 2009 at 10:30 a.m. in Wilmington, Delaware.

**WHEREAS**, the Debtors have agreed to continue the Motion to be heard at the January 26, 2009 omnibus hearing, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties hereby stipulate and agree as follows:

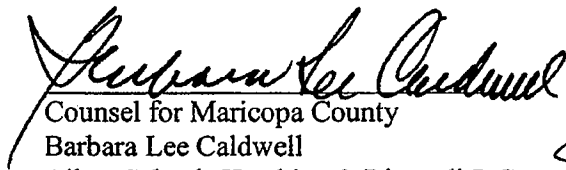
1. The Debtors agree to withdraw the Motion to Shorten.
2. The Debtors, Maricopa County and First Liberty agree that the Motion will be heard on January 26, 2009 at 10:30 a.m. at the Court's omnibus hearing in Wilmington, Delaware, and not on December 15, 2008, subject to the terms and conditions set forth in paragraphs 3 and 4 herein.
3. Maricopa County and First Liberty agree to take no further action with respect to the Property until the Bankruptcy Court has entered a final adjudication of the Motion on or after January 26, 2009. This includes taking no action to interfere in any way with the Debtors' use and enjoyment of the Property or to attempt to enforce the foreclosure actions commenced in Superior Court in Maricopa County, Arizona.
4. In the event that Maricopa County, First Liberty, or their agents, take any actions with respect to the Property, including those described in paragraph 3 herein, the Debtors expressly reserve the right to seek immediate relief from the Bankruptcy Court.
5. Each party executing this Stipulation represents that such party has the full authority and legal power to do so. This Stipulation may be executed in counterparts and each such counterpart together with the others shall constitute one and the same instrument. The parties further agree that facsimile signatures hereon shall be deemed to be original signatures. This Stipulation shall be binding upon and inure to the benefit of each of the parties, and upon their respective assignees, successors and/or partners, including, but not limited to any trustee(s) appointed in the Bankruptcy Cases.
6. This Stipulation is being entered into solely as a settlement of issues and does not represent an admission by any of the parties of the validity of any liability or defense with respect to matters set forth herein.

7. The Bankruptcy Court shall retain jurisdiction to enforce this Stipulation and all matters relating thereto.

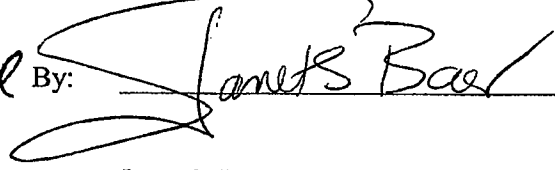
Maricopa County, Arizona

W. R. Grace & Co., et al.

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and

  
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Co-Counsel for the Debtors and  
Debtors in Possession

Date:

12/8/08

Date:

12/8/2008